GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
(RAILWAY BOARD)

No. 2020/RS(I)/874/132/1865 New Delhi-110001, Dated: 23.12.2020

M/s Timken India Limited,
Shrachi Tower,
1st Floor, Block C & D,
686, Anandapur, E.M. Bypass,
RB Connector Junction,
Kolkata- 700107

Dear Sirs,

Sub: Contract No. 2020/RS(I)/874/132/1865 dated .12.2020 for manufacture and supply of Grease Seal for application on AAR Standard Class 'E'(6"x11") bearing used on CASNUB bogies of freight stock.

Ref: (i) E-Tender No. 2020RS(I)8742TC opened on 26.06.2020.
(ii) Your e-offer against this tender.
(iii) Board's Counter offer dated 23.11.2020.
(iv) Your acceptance letter dated 24.11.2020.
(v) Copy of BG No. 087GT02203520001 dated 17.12.2020 towards Security Deposit.

Ministry of Railways (Railway Board), on behalf of the President of India, acting through the Executive Director, Railway Stores (S), are pleased to place an order on you for manufacture and supply of Grease Seal as per details given hereunder:

PARTICULARS OF THE ORDER:

Description	RDSO Specification	Qty. in Nos.	Price (₹)per Grease Seal inclusive of GST@ 18%
PL No. 38037452 Grease Seal for AAR Standard Class 'E' (6"x11") Bearings used on CASNUB bogies of freight stock.	WD-50-MISC-2007 of October 2007 or latest amendments, if any.	1,34,312	253.70

Note: (i) Material should be suppliedstrictly as per RDSO specification
(ii) Firm's offer: Timken Part No. K86861 Grease Seals, manufactured by M/s. J.K. Fenner (India) Limited.

TOTAL VALUE OF THE CONTRACT: ₹ 3,40,74,954.40/- (Rupees Three Crore Forty Lakh Seventy Four Thousand Nine Hundred Fifty Four and Forty paisa only) inclusive of GST @18%.

1.1 GST will be reimbursed against documentary evidence.

1.2 The firm will submit following certificate with their bills for payments:

"We hereby declare that additional set offs/input tax credit to the tune of ₹ ____has accrued and accordingly, the same is being passed on the purchaser and to that effect, the payable amount may be adjusted".

1.3 Any statutory variation within the original contractual delivery period of the contract will be on purchaser's account.

2.0 **OTHER LOCAL TAXES:** Any other local taxes like Entry tax or Octroi will be on supplier's account, Consignee will issue Octroi Exemption Certificate only, if required.

2.1 The purchaser will not be responsible for payment of taxes and duties paid by the supplier under misappropriation of law or misclassification.

3.0 Packing, freight charges upto the destination and insurance will be borne by the contactor.

4.0 **TERMS AND CONDITIONS:** The contract shall be governed by Indian Railway Standard Conditions of the Contract in so far as these are not inconsistent with the conditions mentioned here.

4.1 **PLACE OF DELIVERY** : F.O.R. – DESTINATION

4.2 **PLACE OF MANUFACTURE**: : J.K. Fenner (India) Limited, Plot No. 4&22, Phase-IV, IDA, Patancheru-502319.

4.3 **PAYING AUTHORITY** : PFA (RBC), Eastern Railway.

5.0 **OPTION:** The purchaser reserves the right to increase/decrease the quantity by 30% of the ordered quantity during the currency of the contract. Delivery Period for the increased quantity will be extended suitably.

6.0 Material should be supplied as per approved Quality Assurance Programme (QAP).

6.1 The contractor shall provide without any extra charges all materials, equipment, tools, labour for test of every kind which the purchaser, or his nominee may consider necessary for any test/examination which he or his nominee shall require to be made on the contractor's premises and contractor shall pay all cost attendant thereof.

6.2 No commercial/technical deviations are permitted.

7.0 **DELIVERY:** Supplies of Grease Seals will commence immediately after placement of contract. Supplies will be completed within 6 months from the date of contract, preferably in equal monthly installments.

7.1 The above delivery schedule is subject to purchaser's right to increase/decrease the monthly rate of supply.

7.2 In case of failure on the part of supplier to arrange supplies as per the delivery schedule/installments fixed in advance, save force majeure conditions or delays attributable to Purchaser, the purchaser reserves the right to levy Liquidated Damages which shall be levied as under:

> Liquidated damages and not by way of penalty, a sum equivalent to 1/2% (half percent) of the price of any stores per week or part of the week during which delivery is accepted (including elements of taxes, duties freight etc.) which the contractor has failed to deliver within the period fixed for delivery in the contract or as extended for each month or part of a month during which the delivery of such stores may be in arrears where delivery thereof is accepted after expiry of the aforesaid period, subject to a maximum of ten percent of value of the delays supplies.

7.3 Upper limit for recovery of Liquidated Damages in Supply Contracts will be 10% (ten percent) of value of delayed supplies irrespective of delays, unless otherwise provided, specifically in the contract.

7.4 **MODE OF DESPATCH:** By road and the following conditions will be applicable:

(i) Transit risk insurance cover while the materials are in the course of transit from the works of the firm to the consignee would be at the cost of the firm.
(ii) Date of delivery at destination will be date of receipt of material by consignee.
(iii) Freight upto destination will be borne by the firm.

7.5 Copies of dispatch particulars of all the consignment along with copies of inspection certificate should be sent to this office.

7.6 Monthly progress report of supplies should be submitted indicating supplies made during the month, cumulative supplies upto the month and quantity outstanding. The progress report should reach this office by 7th of every month.

7.7 Consignee particulars will be issued separately.

8.0 **TERMS OF PAYMENT:** Subject to recoveries, if any, under the liquidated damages clause 0702 of the IRS Conditions of the Contract, payment will be made as under:

> "95% payment will be made against proof of inspection and receipted challan issued by Gazetted Officer of the consignee and balance 5% after Receipt Note and acceptance of the material in good condition by the consignee."

9.0 **PAYMENT AND MAINTENANCE OF ACCOUNTS:** Paying Authority indicated in Para 4.3 will maintain account and arrange all the payments in terms of clause 2300 and 2302 of the Indian Railway Standard Condition of the Contract.

10.0 **SECURITY:**Copy of Bank Guarantee No. 087GT02203520001 dated 17.12.2020 for ₹ 17,03,748/- (Rs. Seventeen Lakh Three Thousand Seven Hundred Forty Eight only) towards Security Deposit addressed to FA&CAO (RBC), Eastern Railway, Kolkata received. The validity of BG is upto 15.12.2021 and date of claim is upto 15.12.2022.

11.0 **GUARANTEE/WARRANTY:** The Grease Seal shall be guaranteed for satisfactory performance for a period of 48 months after supply or 36 months after putting in service, whichever is earlier. The guarantee shall cover design, material, workmanship etc. as per clause 11 of RDSO specification WD-50-MISC-2007.

11.1 The tenderer will have to furnish a Bank Guarantee at the time of claiming payment for an amount equal to 10% of the contract value to cover their warranty/guarantee obligation with the Paying Authority, in a format acceptable to the Paying Authority. Bank Guarantee should be sent directly to the concerned Paying Authority by the issuing Bank under registered post AD. A copy of the same should be sent to this office.

11.2 In the event of any claim under the Warranty/Guarantee Clause, recovery can be made from any outstanding dues against this contract or any other contract in respect of which, the president of India is the Purchaser.

12.0 **INSPECTION:** Director General, RDSO, Manak Nagar, Lucknow or his authorized representative will be the Inspecting Authority for the purpose of this contract. At least four weeks' notice must be given to the Inspecting Authority to enable them to arrange inspection.

12.1 The cost of the test at Government Test House or others institutions will be on Contractor's account.

12.2 Any developmental charges will also be to contractors account for developing this item.

13.0 The inspection will be carried out as per RDSO's technical specification and inspection procedure and testing schedule to be decided by RDSO in consultation with the contractor.

13.1 The inspection of Grease Seal during various stages of manufacture as well as complete assembly shall be carried out by Director General/RDSO in consultation with the contractor.

14.0 **Work Test Certificate**: The firm is required to furnish Work Test Certificate from Manufacturer along with each consignment.

15.0 The field trial performance of the Grease Seal, if any, will be monitored and evaluated by RDSO.

16.0 To maintain control on quality, the contractor will furnish two copies of their Quality Assurance Plan (QAP) to facilitate periodic quality audits by Inspecting Agency.

17.0 It will be the responsibility of the Contractor to supply the complete equipment as per specifications and ensure the performance when fitted. He will also be responsible for providing all assistance at the time of installation and testing of equipment.

18.0 **Settlement of Disputes (Arbitration):** The contract will be governed by the arbitration clause with amendments as specified in the Railway Board's letter No. 2018/TF/Civil/Arbitration Policy dated 12.12.2018.

19.0 Other terms and condition will be as per tender documents and IRS Condition of Contract.

20.0 The contract is issued by order and in the name of the President of India.

21.0 Three copies of the contract are enclosed. Two copies of the contract duly signed by the Contractor or on his behalf by his duly authorized representative with each page initialed be returned within 07 days from the date of issue of this contract to the Executive Director, Railway Stores (Steel), Ministry of Railways (Railway Board), Rail Bhawan, New Delhi and the Paying Authority.

Yours faithfully,

(G.S. Raja)
Director, Railway Stores (Wagon)
For & on behalf of the President of India.
New Delhi-110001, Dated: 23.12.2020

No. 2020/RS(I)/874/132/1865

Copy to:

1. PFA (RBC), Eastern Railway, Kolkata (with 2 spares) for information and necessary action in terms of Para 1.0, 1.1, 1.2, 7.0, 8.0 & 9.0 of the subject contract read with other relevant clauses. Payment may be released only on receipt of unqualified acceptance from the firm, Security Deposit, BG towards Guarantee/Warranty and against submission of bills supported by the Original Inspection Certificate inscribed with the word "Copy For Payment" from RDSO and on proof of delivery/receipt.
2. ADAI (Railways), Mathura Road, New Delhi.
3. Director of Audit, Eastern Railway, Kolkata.

For Member/Finance

No. 2020/RS(I)/874/132/1865

New Delhi-110001, Dated: 23.12.2020

Copy to:

1. Principal Chief Material Manager, All Indian Railways.
2. Principal Chief Mechanical Engineer, All Indian Railways.
3. Director General, RDSO, Manak Nagar, Lucknow (2 spares).
4. Executive Director/Standard (Wagon), RDSO, Manak Nagar, Lucknow.
5. Executive Director (QA), RDSO, Manak Nagar, Lucknow.
6. Director (I&L), RDSO, 1st floor, New Annexe Building, Western Railway, Mumbai-400020. Inspection may be undertaken only after receipt of unqualified acceptance from the firm and to inscirbe the words "COPY FOR PAYMENT" on the original copy of the certificate and on all others "COPY NOT FOR PAYMENT."
7. A/Cs.IV(BO), F(S)I and M(N) Branches of Railway Board.

(G.S. Raja)
Director, Railway Stores (Wagon)